LEASE OF PROPERTY AT WEST FERRY BY THE TOWN OF JAMESTOWN TO DUTCH HARBOR BOAT YARD, LLC.

THIS INDENTURE OF LEASE, made and executed as of 14th day of March 2016, by and between the Town of Jamestown, a Rhode Island municipal corporation, hereinafter called the "Lessor" and Dutch Harbor Boat Yard, LLC, hereinafter called the "Lessee".

That in consideration of the rent and covenants herein reserved and contained, and subject to the conditions hereinafter set forth, the Lessor does hereby demise and lease unto the Lessee the following described premises:

The Town of Jamestown ("Lessor") agrees to lease approximately 18,000 sq. ft. of real property at the westerly end of Narragansett Avenue in Jamestown, RI, ("Demise Premises") see "Exhibit A" for illustration of the Demised Premises, to Dutch Harbor Boat Yard, LLC ("Lessee") for boat storage and waterfront uses set forth herein and according to following terms and conditions.

TERMS OF LEASE

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The term of the Lease for use of the Demised Premises by the Lessee shall be a five (5) year period beginning January 1, 2016 through September 30, 2020. This lease agreement does not contain an option for renewal or additional extension and will terminate on September 30, 2020. June 15, 2021 GEM

The Lessee covenants and agrees to pay rent as follows:

RENT

The initial annual rent for the Demised Premises shall be Eighteen thousand, five-hundred dollars (\$18,500.00) payable on March 1, 2016. The rent shall be payable at the Town Hall Finance Office, 93 Narragansett Avenue, Jamestown RI 02835 or at such other place as the Lessor may designate in writing. In each successive year, the annual rent payment shall be due on March 1st, as reflected in the schedule below:

Year 1 \$18,500	January 1, 2016 - December 31, 2016
Year 2 \$19,055	January 1, 2017 – December 31, 2017
Year 3 \$19,626	January 1, 2018 – December 31, 2018
Year 4 \$20,215	January 1, 2019 – December 31, 2019
Year 5 \$20,820	January 1, 2020 – December 31, 2020
Partial \$9,754.00	January 1, 2021—June 15, 2021

The Lessor and Lessee agree that all boats shall be removed on or before June 14, 2021. The Lessor and Lessee acknowledge the Town may start the bidding process or requests for proposals any time after January 1, 2021.

USE OF DEMISED PREMISES

Lessee uses the Demised Premises for boat storage only during the lease term. Lessor agrees not to reduce the area available for boat storage as the same is described in "Exhibit A", "Figure 1" and "Figure 2" during the term of this lease.

- Lessee is permitted to use the Demised Premises for boat storage no earlier than September 15th of each year. However, no more than 50% of the leased premises may be occupied prior to October 1st. Depicted in "**Figure 1**"
- Lessee shall remove all stored boats and equipment from the Demised Premises by June 14th, however no more than 50% of the leased premises may be occupied on June 1st. Should the Lessee not clear all boat storage equipment, jacks, lines, etc. and/or stored boats from this area by June 14th there will be a \$250 per day lease assessment for any such violation, unless arrangements have been made in advance of this date and agreed to by both parties.

OBLIGATIONS AND OPERATIONS OF LESSEE/LESSOR

Lessee's Responsibilities

- Lessee shall commission the existing Town of Jamestown docks and gangways, including pumpout station, no later than May 15th and decommission the existing Town of Jamestown docks, gangways and pump-out station no later than November 15th., except the Lessee shall not decommission in 2021.
- If a storm or other emergency event is imminent, Lessor shall decommission the pump out station and the lessee may be requested to decommission the touch & go docks. Any commission or decommission work shall be provided at a cost to the Lessor of (\$1,900) per commissioning or decommissioning at the direction of the Town Administrator of his/her designee. The cost shall increase three percent (3%) during each year of the lease term.
 - Any additional commissioning or decommissioning other than as stated above, shall be performed by Lessee at the rate of (\$1,900) per event only after a request submitted by the Town in writing. Lessee shall be the sole servicer of this performed work and if the lessee cannot perform said work, the Town reserves the right to perform this work using alternate methods or secure the services of the Lessee in accordance with the terms as noted in this section.
- Lessee shall be responsible for their own trash and recycling removal and that of its tenants on an annual basis, with dumpster and/or trash containers located on the Lessee's property.
- The Lessee maintains responsibility for any work required for winter storage of boats on the leased property, outside and exclusive of the annual work of maintenance performed by the Lessor.

Lessor's Responsibilities

- Lessor shall be responsible for repairs and maintenance to the Town of Jamestown docks, gangways, outhauls, and pump out facility. The Lessor shall maintain, manage and repair as required, the West Ferry bulked surfacing in the Demised Premises as depicted in "Exhibit A".
- Lessor shall be responsible for any cost associated with trash removal and recycling from the Town's property generated from the public use of said property.
- Lessor is solely responsible for the management, repair and maintenance of the public restrooms located at West Ferry located on the Lessor's property.
- Lessor shall be responsible for the completion of all major capital improvements to the Town property not within the Demised Premises, inclusive of the Town docks, outhauls, and wharf area, unless joint arrangements are established amongst the parties in addressing a specific need, deemed mutually beneficial to both parties. All such repairs must be approved by the Town Administrator and under certain circumstances additional approval of the Town Council may be required.

FEES

FEES GENERALLY

The Harbor Commission shall annually recommend to the Town Council a proposed schedule of fees as part of the annual operating and capital budget; and the Town Council shall establish such rates not later than March 15th each year. The Commission may charge fees for all mooring permits; for dock, storage rack, outhaul, and beach permits on town-owned property; for outhauls on riparian property, and for waiting and relocation list applicants. Higher fees may be charged for nonresident and commercial moorings and for other special situations. The Commission may assess late penalty fees provided these are indicated on, or enclosed with, the appropriate application forms.

WEST FERRY DINGHY SLIPS

West Ferry dinghy slip fees shall be established by the Jamestown Town Council by March 15th of each season. The location of the slips is from the town property on the town floating docks. All fees generated from seasonal dingy rentals shall be collected and retained by the Town (Lessor). The Lessee has no responsibility in the process of managing the dingy list(s), assigning slips or the collection of fees as may have been done in the past from time to time.

WEST FERRY OUTHAULS

West Ferry outhaul fees shall be established by the Jamestown Town Council by March 15th of each season. The fees for said outhauls shall be collected by Town (Lessor) with a list maintained by the Harbor Master's Office on a first come/first serve basis for Jamestown residents, and if exhausted, an outhaul wait list on a first come/first serve basis for non-residents of Jamestown. The Lessee has no responsibility in the

process of managing the list(s), assigning slips or the collection of fees as may have been done in the past form time to time. The Lessee may retain a West Ferry outhaul in accordance with all town imposed regulations and fees.

PUMP OUT STATION and TOWN DOCKS

Lessor is responsible for the maintenance and management of the public pump out facility.

Lessee shall only be allowed to tie into the existing sewage line upon the granting of the appropriate Town approvals and permits and the payment of all applicable fees.

ALTERATIONS BY LESSEE

Lessee shall not, without first obtaining the written consent of Lessor, make any alterations, additions, in, to or on Demised Premises. The Lessee shall make no structural alterations to the Lessor's Demised Premises without the written consent of the Lessor. The Lessee shall save the Lessor harmless on account of any claim of mechanics or material men, or any liens in connection with any alterations, additions or improvements, and at the termination or expiration of this Lease will peaceably yield said premises and all additions thereto to the Lessor, and leave the same clean and in such repair, order and condition as the same are in at the commencement of the lease term.

GOVERNMENTAL REGULATIONS

Lessee shall comply with all statutes, ordinances and requirements of all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the Demised Premises, occasioned by or affecting the use thereof by Lessee.

The Lessee shall not use or occupy, or permit the Demised Premises to be used or occupied, in any unlawful manner, for any illegal purpose, in such manner as to constitute a nuisance, or for any use which is incompatible with Lessor's present adjacent business operations and, further, comply with the covenants and conditions attached hereto and made a part hereof. The lessee shall comply with all municipal, state or federal regulations concerning the conduct of its business, shall procure, at its own expense, all permits, licenses, etc., required by it, and shall hold harmless the Lessor from penalties and fines imposed upon the Lessor pursuant to any law, ordinance or governmental requirement by reason of the conduct by the Lessee of its business in the Demised Premises.

ASSIGNMENT AND SUBLETTING

Lessee shall not assign this lease or sublet any portion of the Demised Premises without the prior written consent of the Lessor. Any such assignment or subletting without consent shall be void and, at the option of the Lessor, may terminate this Lease.

The Lessee is responsible to manage the needs and requirements of any of their tenants that are authorized to be located on the Lessee's property.

ENTRY AND INSPECTION

Lessee shall permit Lessor or Lessor's agents to enter upon the Demised Premises at reasonable times and upon reasonable notice, for the purpose of inspecting the same, and will permit Lessor at any time within sixty (60) days prior to the expiration of this lease, if not renewed, to place upon the premises any usual "For Lease" signs, and permit persons desiring to lease the same to inspect the premises thereafter.

INDEMNIFICATION OF LESSOR

Lessor shall not be liable for any damage or injury to Lessee, or any other person, or to any property occurring on the Demised Premises or any part thereof, unless any damage or injury occurs as a direct result of an act or omission of Lessor. Lessee agrees to hold Lessor harmless from any claim for damages.

PUBLIC LIABILITY INSURANCE

The Lessee agrees to defend, indemnify, protect, save and keep harmless the Town of Jamestown (Lessor) from any and all loss, cost, damage or exposure arising from the negligent acts or omissions of the Lessee in undertaking this lease agreement.

The Lessee will maintain in full force at all times workers' compensation insurance for all labor employed at the site. Workers' Compensation coverage must meet the statutory obligations of the State and supply evidence of the same to the Lessor.

The Lessee will maintain in full force at all times during this engagement general liability insurance in the minimum amount of \$1,000,000 per person and \$2,000,000 per occurrence for all damages on account of personal injuries and/or property damage arising out of an occurrence. The Lessee will provide evidence of its general liability policy to the Lessor naming the Lessor as an additional insured to the policy.

The Lessee will maintain in full force at all times during this engagement auto/watercraft liability insurance covering all owned vehicles, hired vehicles, non-owned vehicles or watercraft in the minimum amount of \$1,000,000 per occurrence for all damages on account of personal injuries and/or property damage. The Lessee will provide evidence of its auto/watercraft liability policy to the Lessor naming the Town of Jamestown (Lessor) as an additional insured to the policy.

DESTRUCTION OF PREMISES

In the event of partial destruction of the Demised Premises, during the term hereof, from any cause, Lessor may elect to repair the same, provided that such repairs can be made within sixth (60) days under existing governmental laws and regulations, but such destruction shall not terminate this Lease, except that Lessee shall be entitled to a proportionate reduction of rent while such repairs are being made, based upon the extent to which the making of such repairs shall interfere with the business of Lessee on the premises. In the event that repairs cannot be made within sixty (60) days, Lessor, may, at its option, either make the repairs within a reasonable time, this Lease continuing in effect with the rent proportionately abated as aforesaid, or terminate the Lease.

LESSOR'S REMEDIES ON DEFAULT

If Lessee defaults in the payment of rent, or any additional fees, or defaults in the performance of any of the other covenants or conditions hereof, Lessor shall give Lessee notice of such default and, if Lessee does not cure any such default within thirty (30) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within that period, if Lessee does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessor may terminate this lease. On the date specified in such notice the term of this Lease shall be terminated and Lessee shall then quit and surrender the demised premises to Lessor. If this Lease shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Demised Premises by any lawful means and remove Lessee or other occupants and their effects. If the Lessee shall be declared insolvent according to law, or if a receiver or other similar officer shall be appointed to take charge of the Lessee's property, or a substantial part thereof, then, and in each of the said cases, the Lessor lawfully may (notwithstanding any license of any former breach of covenant or waiver of the benefit hereof or consent in a former instance) immediately or at any time thereafter while such default or other situation as aforesaid continues, and without further demand or notice, enter into and upon the Demised Premises or any part thereof in the name of the whole and repossess the same and expel the Lessee and those claiming through or under the Lessee and remove its effects, at Lessee's expense, without being deemed guilty of any manner of trespass, and without prejudice to any remedies which might otherwise be used for arrears of rent or preceding breach of covenant; and upon entry as aforesaid, this Lease shall terminate, and the Lessee shall remain obligated for all rental monies due for the remainder of the term.

No failure to enforce any term of this Lease shall be deemed a waiver.

LESSEE'S REMEDIES ON DEFAULT

If Lessor defaults in the performance of any of the covenants or conditions hereof, Lessee shall give Lessor notice of such default and, if Lessor does not cure any such default within thirty (30) days, after the giving of such notice (or if such other default is of such nature that it cannot be completely cured within that period, if Lessor does not commence such curing within such thirty (30) days and thereafter proceed with reasonable diligence and in good faith to cure such default), then Lessee may withhold rent payments and apply the same to the same for repairs and maintenance to the pilings, revetments and bulkheads that are the responsibility of Lessor hereunder located on the Demised Premises.

ATTORNEY'S FEES

In case suit should be brought for the recovery of the Demised Premises, or for any sum due hereunder, or because of any act which may arise out of the possession of the demised premises, by either party, the Town shall be entitled to all costs incurred in connection with such action, including a reasonable attorney's fee.

ENTIRE AGREEMENT

The foregoing constitutes the entire agreement between the parties and may be modified only by a writing signed by both parties.

IN WITNESS WHEREOF THE PARTIES HAVE EXECUTED THIS LEASE IN TRIPLICATE ON THE DATE FIRST ABOVE WRITTEN.

Town of Jamestown	
By: Curalin Moto	
Andrew E. Nota, Town Administrator	
Duly Authorized	
STATE OF RHODE ISLAND COUNTY	
OF NEWPORT	
ieth P. I	
In Jamestown in said County, on this Baday of Cymil	, before me personally appeared
the above-named Andrew E. Nota, executing the foregoing in	
Jamestown; to me known and known by me to be the party de	
instrument; and he acknowledged the same, by him so execute	ed, to be his free act as Town Administrator,
as aforesaid, and his free act and deed individually as well.	M. OV 40 The
	Cherry A. Gersson
	NOTARYPOBLIC
	CHERYL A. FERNSTROM
	NOTARY PUBLIC-RHODE ISLAND
Dutch Harbor Boat Yard, LLC.	ID #756554 MY COMMISSION EXPIRES 07/01/2018
$\mathcal{L}_{\mathcal{M}}$	
By:	<u>-</u> ≥ [VI v
Joseph McGrady, Owner/Manager	
Duly Authorized	
CTATE OF BUODE ICLAND COUNTY	
STATE OF RHODE ISLAND COUNTY	
OF NEWPORT	
In Newport, in said County, on this 1	4th day of April 2016 before
me personally appeared the above-named Joseph McGrady,	
in behalf of the said Dutch Harbor Boat Yard, LLC; to me known	
in and who executed the foregoing instrument; and he acknowled	
be his free act as Owner/Manager of the Dutch Harbor Boat	
deed individually as well.	,
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	NOTARY PUBLIC

JANE A. KELLY

ID#37362

Notary Public, Newport County State of Rhode Island

Commission Expires 07-03-2017

DUTCHHAR1

Client#: 35570

ACORD.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

01/29/2016

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

certificate floider in fled of s	such endorsement(s).				
PRODUCER Starkweather & Shepley Insurance, Inc.		CONTACT Raquel E. Jones			
		PHONE (A/C, No, Ext): 401-596-2212	FAX (A/C, No): 401	-431-9319	
		E-MAIL ADDRESS: rjones@starshep.com			
PO Box 549	_	INSURER(S) AFFORDING	NAIC#		
Providence, RI 02901-0549		INSURER A: Ace American Ins Co			
Dutch Harbor Boatyard LLC 54 Danbury Road #455 Ridgefield, CT 06877		INSURER B : Beacon Mutual Ins Co		24017	
	and the same of th	INSURER C : Ace American Insurance			
		INSURER D :			
	INSURER E :				
		INSURER F:			
COVERAGES	CERTIFICATE NUMBER:	REVISI	ON NUMBER:		

CO	VERAGES CER	TIFICATE	NUMBER:			REVISION NUMBER:	
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD							
	INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.						
	XCLUSIONS AND CONDITIONS OF SUCH					MS.	
INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	S
Α	X COMMERCIAL GENERAL LIABILITY	Υ	BINDER823045	01/17/2016	01/17/2017	EACH OCCURRENCE	s1,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	s 100,000
						MED EXP (Any one person)	s 5,000
						PERSONAL & ADV INJURY	\$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE	s2,000,000
	POLICY PRO- JECT LOC					PRODUCTS - COMP/OP AGG	\$2,000,000
	OTHER:					COMBINED SINGLE LIMIT	\$
С	AUTOMOBILE LIABILITY		BINDER823044	01/17/2016	01/17/2017	(Ea accident)	\$1,000,000
	ANY AUTO ALL OWNED SCHEDULED					BODILY INJURY (Per person)	S
	AUTOS AUTOS					BODILY INJURY (Per accident) PROPERTY DAMAGE	\$
	X HIRED AUTOS X AUTOS					(Per accident)	\$
							\$
	UMBRELLA LIAB OCCUR					EACH OCCURRENCE	\$
	EXCESS LIAB CLAIMS-MADE					AGGREGATE	\$
	DED RETENTION \$					DED CTU	\$
В	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		71859	05/03/2015	05/03/2016	X PER STATUTE OTH-	
	ANY PROPRIETOR/PARTNER/EXECUTIVE Y	N/A				E.L. EACH ACCIDENT	s 500,000
	(Mandatory in NH) If yes, describe under					E.L. DISEASE - EA EMPLOYEE	
	DESCRIPTION OF OPERATIONS below						\$500,000
Α	P&I		BINDER823050	01/17/2016	01/17/2017	\$1,000,000	
_							
	CRIPTION OF OPERATIONS / LOCATIONS / VEHIC		이 마시	be attached if me	ore space is requi	red)	
Ce	Certificate Holder is Additional Insured ATIMA.						

CERTIFICATE HOLDER	CANCELLATION
Town of Jamestown 93 Narragansett Ave Jamestown, RI 02835	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
	- Vient

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